



**COLLINS EINHORN**

Collins Einhorn Farrell PC



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Nicole E. Wilinski

January 8, 2016

U.S. Environmental Protection Agency  
c/o Karen Kirchner  
77 West Jackson Bld. (SR-6J)  
Chicago, IL 60604-3590

**Re: Request for Information Pursuant to Section 104(e) of CERCLA for the  
Lusher Street Groundwater Contamination Site, Elkhart, Indiana  
to Amerisure Mutual Insurance Company**

Dear Ms. Kirchner:

Enclosed is Amerisure Mutual Insurance Company's Response to the U.S. Environmental Protection Agency's Section 104(e) Request for Information along with a C.D. containing the documents responsive to the Request.

Please let me know if you have any questions.

Very truly yours,

COLLINS EINHORN FARRELL PC

Nicole E. Wilinski

NEW:

cc: Thomas Krueger, U.S. EPA *via email only* w/o enclosure  
Krueger.thomas@epa.gov

**AMERISURE MUTUAL INSURANCE COMPANY'S RESPONSE  
TO SECTION 104(e) INFORMATION REQUESTS RE THE LUSHER STREET  
GROUNDWATER CONTAMINATION SITE, ELKHART, INDIANA**

**Preliminary Statement and Reservation of Rights**

The following Responses are based upon information and documents known to Amerisure Mutual Insurance Company ("Amerisure") or believed to be applicable and responsive to the Section 104(e) Information Requests Re the Lusher Street Groundwater Contamination Site, Elkhart, Indiana ("Information Requests"). The following Responses do not constitute any acknowledgement of coverage under any policies or any admissions or waivers of any rights by Amerisure, and are made with a full reservation of all rights and defenses available to Amerisure under the policies referred to and produced and under applicable law. These reservations of rights include, but are not limited to some or all policies not applying to the subject matter at issue and/or by their insuring agreement and other terms, definitions, exclusions, conditions and other provisions; there being no "occurrence;" no insurance being available for "bodily injury" or "property damage" which did not occur during the policy period of any particular policy; exclusions for intentional acts; exclusions for expected or intended injury; exclusions for pollution; to the extent of any failure by the insured(s) to comply with any policy conditions, including as to notice; to the extent of any appropriate allocation or "other insurance" available; to the extent of limits of liability provisions; to the extent of choice of law; and to the extent of any other insurance policy, legal or equitable defenses available to Amerisure.

**Responses to Information Requests**

1. Provide copies of any casualty, liability and/or pollution insurance policies, and any other insurance contracts, referencing the Sturgis property or its owner or operator, including but not limited to such contracts referencing Sturgis Iron & Metal Co., Inc. and including but not limited to the policies listed in Table 1 below.

**Response:**

**Amerisure has conducted a reasonable and diligent search of its records for any casualty, liability, pollution or other insurance contracts referencing the Sturgis property or its owner or operator, including the policies listed in Table 1. As a result of that search, Amerisure has located, and encloses:**

- **Workers Compensation and Employers' Liability Policy No. WC-2046810-00, issued to First Named Insured Sturgis Iron & Metal Co., Inc., Debtor in Possession and effective for the policy period July 15, 2007 to July 15, 2008 (AMIC 000001 – AMIC000044);**

- **Commercial Auto Policy No. CA 2046808 00, issued to First Named Insured Sturgis Iron & Metal Company, Inc., and effective for the policy period July 15, 2007 to April 4, 2008 (AMIC 000045 – AMIC 000131);**
  - **Commercial Auto Policy No. CA 2053238 00, issued to First Named Insured Sturgis Iron & Metal Company, Inc., and effective for the policy period April 4, 2008 to July 15, 2008 (AMIC 000132 - AMIC 000215);**
  - **Commercial Package Policy No. CPP2046809000000 issued to First Named First Named Insured Sturgis Iron & Metal Company, Inc., for the policy period July 15, 2007 to July 15, 2008, but canceled as of April 4, 2008 (AMIC 000216 – AMIC 000503);**
  - **Commercial Package Policy No. CPP2053522000000, issued to First Named Insured Sturgis Iron & Metal Company, Inc., Debtor in Possession, and effective for the policy period April 4, 2008 to July 15, 2008 (AMIC 000504 – AMIC 000740).**
2. To the extent not identified in Question 1 above, provide all other evidence of casualty, liability and/or pollution insurance issued to a current or former owner or operator of the Sturgis property, including but not limited to Sturgis Iron & Metal Co., Inc.

**Response:**

**Amerisure has conducted a reasonable and diligent search of its records for any casualty, liability and/or pollution insurance issued to a current or former owner or operator of the Sturgis property. As a result of that search, Amerisure has not located other evidence of casualty, liability or pollution insurance issued by Amerisure to HMS Elkart, LLC or Heavy Metal Scrap, Inc. It is Amerisure's understanding that HMS Elkart, LLC purchased the Sturgis property during the course of Sturgis Iron & Metal Company, Inc.'s bankruptcy proceedings. Amerisure believes that the current owner of the Sturgis property is Heavy Metal Scrap, Inc. Amerisure is not aware of any other current or former owners of the Sturgis property.**

**In further response to this Information Request, Amerisure encloses the Schedule of Insurance Coverage (AMIC 000741- AMIC 000742) and the Master Premium Agreement Paid Loss Retrospective Rating Plan Multiple Lines agreement entered into by Amerisure and Sturgis Iron & Metal Company, Inc. (AMIC 000743 – AMIC 000758). These documents were submitted by Sturgis Iron & Metal Co., Inc. in its bankruptcy proceedings.**

3. If there are any policies responsive to Questions 1 and 2 above of which you are aware but neither possess copies nor are able to obtain copies, identify each such policy to the best of your ability by identifying:
- a. The name and address of each insurer and of the insured;
  - b. The type of policy and policy number;
  - c. The per occurrence policy limits of each policy; and
  - d. The effective dates for each policy.

**Response:**

**Amerisure refers the EPA to the Schedule of Insurance Coverage submitted by Sturgis Iron & Metal Company, Inc. in its bankruptcy proceeding. (AMIC 000741 - AMIC 000742).**

4. Identify by name and title the individuals at your company who are most familiar with the property, pollution and/or liability insurance program of each policyholder identified in Questions 1-3 above.

**Response:**

**Nancy H. Springer, CIC  
Field Marketing and Underwriting Manager  
Amerisure Insurance  
450 E. 96th Street, Suite 320  
Indianapolis, IN 46240  
317-582-5002 Phone  
317-582-5040 Fax  
[nspringer@amerisure.com](mailto:nspringer@amerisure.com)**

5. Identify all previous settlements by your company with each policyholder identified in Questions 1-3 above which relates in any way to environmental liabilities and/or to the policies referenced in Questions 1-3 above, including:
- a. The date of the settlement;
  - b. The scope of release provided under such settlement;
  - c. The amount of money paid pursuant to such settlement.

Provide copies of all such settlement agreements.

**Response:**

**Amerisure has conducted a reasonable and diligent search of its records and has not located any information regarding settlements directly with Amerisure's policyholder(s). However, Amerisure entered into a Settlement Agreement with the**

**liquidation trustee for Sturgis Iron & Metal Co., Inc. on September 29, 2009. The Settlement Agreement resolved Amerisure's claim for administrative expense in the amount of \$201,759.71 arising pursuant to Amerisure's payment of certain losses under the insurance policies issued to Sturgis Iron & Metal Company, Inc. The Settlement Agreement provides that Amerisure shall have an allocated administrative claim against Sturgis Iron & Metal Co., Inc. of \$21,180.65. Amerisure received the \$21,180.65 on May 22, 2010. That Settlement Agreement is attached (AMIC 000759 – AMIC 000762).**

Information Requests 1-5 were answered by Elizabeth Goutman, with the assistance of counsel, Nicole E. Wilinski.

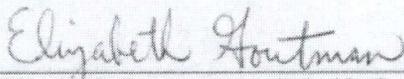
Ms. Goutman's contact information is:  
Elizabeth Goutman, JD - Technical Claims Consultant  
Amerisure Insurance Company  
26777 Halsted Road  
Farmington Hills, MI 48331  
248.442.6430  
egoutman@amerisure.com

Ms. Wilinski's contact information is:  
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## VERIFICATION OF RESPONSES

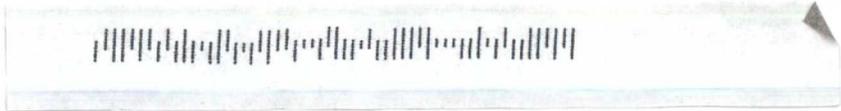
I, Elizabeth Goutman, certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

  
Elizabeth Goutman, on behalf of  
Amerisure Mutual Insurance Company

Dated: January 7, 2016

**CBI REDACTED**



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**COLLINS EINHORN**

Collins Einhorn Farrell PC

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c/o Karen Kirchner  
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